



## **GRESHAM ARTS FESTIVAL**

### **Artists' Waiver and Hold Harmless Agreement**

**By clicking "I Agree" the undersigned ("Artist") represents and warrants that Artist has read, understands and is voluntarily and knowingly agreeing to each of the following:**

- (1) Artist has reviewed and agrees to comply with the Gresham Arts Festival Rules for Participation and Conditions of Entry in seeking admission to Gresham Arts Festival.**
- (2) If Artist's application is accepted, Artist agrees to abide by all rules, policies, and decisions of the City of Gresham as they relate to the art that is being displayed and/or the terms of Artist's participation in the Gresham Arts Festival.**
- (3) The images submitted by Artist for review by the jury are representative of the work to be exhibited at the Arts Festival if Artist's application is accepted.**
- (4) All Arts Festival booths are open to inspection and subject to review by the Art Festival Jury throughout the Gresham Arts Festival. Decisions by the Arts Festival Jury are final and binding on Artist.**
- (5) All images that are submitted and Art that is subsequently exhibited at the Gresham Arts Festival shall be Art that was created entirely by the Artist.**
- (6) Artist hereby authorizes the use of any and all images or depictions of Artist's work submitted through the jury process in connection with promotional efforts related to Gresham Arts Festival in any and all forms of media including without limitation print advertisements, television advertisements and Internet displays. Acceptance to the Gresham Arts Festival does not guarantee Artist's inclusion in any promotional materials.**
- (7) Artist and Artists art and personal property are not insured by the City. Artist is solely responsible for any injuries Artist incurs in connection with Gresham Arts Festival and for any damage that is done to Artist's Art or personal property and will obtain personal insurance, if needed.**
- (8) In exchange for permission to participate in Gresham Arts Festival, Artist agrees to indemnify, releases, forever discharge and hold harmless, the City of Gresham, all sponsoring organizations, and each of their directors, officers, employees, agents and volunteers from any responsibility, personal liability, claims, loss or damage of any kind, or expenses, including attorney's fees, arising out of or related to Artists application to and participation in the Gresham Arts Festival. This includes but is not limited to special, direct, indirect incidental or consequential damages for injuries of any kind, including but not limited to loss of life or limbs, loss of personal or business income, physical damages, or any other loss whether or not foreseeable. Neither Artist, nor anyone acting on the Artist's behalf will bring or maintain any suit in any court to assert a claim against the City of Gresham, its directors, officers agents, employees or other person, for any claim that Artist might have arising out of Artists application to or participation in Gresham Arts Festival .**